

Jennifer R. Bergh, Esq. (SBN 24103791)  
LAW OFFICES OF MICHELLE GHIDOTTI  
600 E John Carpenter Fwy., Ste. 200  
Irving, TX 75062  
Tel: (949) 427-2010  
Fax: (949) 427-2732  
Email: jbergh@ghidottilaw.com

**Attorney for Creditor,**  
Deutsche Bank National Trust Company, as  
certificate trustee on behalf of Bosco Credit  
II Trust Series 2010-1 or Bosco Credit II  
Trust Series 2010-1, its successors and assigns

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**Will Spencer Chavis and Rose Marie Chavis  
DEBTORS**

**Deutsche Bank National Trust Company, as  
certificate trustee on behalf of Bosco Credit  
II Trust Series 2010-1 or Bosco Credit II  
Trust Series 2010-1,  
CREDITOR.**

§ CASE NO.: 18-40250  
§  
§  
§ CHAPTER 13  
§  
§  
§  
§  
§  
§  
§  
§

**OBJECTION TO CHAPTER 13 PLAN**

TO THE HONORABLE JUDGE BRENDA T. RHOADES, UNITED STATES BANKRUPTCY  
JUDGE, THE DEBTORS, THEIR ATTORNEY OF RECORD AND THE CHAPTER 13  
TRUSTEE, CAREY D. EBERT:

Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit  
II Trust Series 2010-1 or Bosco Credit II Trust Series 2010-1, (“**Creditor**”), a secured creditor  
of Will Spencer Chavis and Rose Marie Chavis (“**Debtors**”), hereby objects to the confirmation

of Debtor's Amended Chapter 13 Plan (the "**Plan**") on the grounds that the Plan does not comply with the provisions of Chapter 13 of Title 11, United States Code, and with other applicable provisions of said Title 11.

This objecting Creditor holds a deed of trust on the Debtor's real property commonly described as 917 Blewitt Dr., Cedar Hill, Texas 75104 (the "**Property**"), which is Debtors' principal residence.

## **I**

### **STATEMENT OF FACTS**

1. On or about November 3, 2006, Debtors, for valuable consideration, made, executed and delivered to Resmae Mortgage Corporation, a Note (the "**Note**") with an original principal balance in the amount of \$21,740.00 (the "**Loan**").

2. Said Note is secured by a Purchase Money Deed of Trust ("**Deed of Trust**"), which encumbers the Property recorded, as Document No.: 200600417255 in the Official Records of Bexar County, Texas, naming Resmae Mortgage Corporation, as the Beneficiary.

3. All rights, title, and interests in the Note and Deed of Trust were thereafter assigned to Creditor.

4. Creditor holds all right, title and interest in the Note and Deed of Trust.

5. On or about February 5, 2018, Debtors filed a voluntary Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court, Eastern District of Texas, Case No.: 18-40250 (the "**Instant Petition**").

6. On February 19, 2018, Debtors also filed a proposed Chapter 13 Plan in which Debtors propose to cure Creditor's arrears in the amount of \$7,850.00, and the post-petition monthly mortgage payment in the amount of \$187.00.

7. Creditor's arrears total no less than \$8,285.34.
8. The total amount owed to Creditor as of the Petition date is no less than approximately \$26,794.46.
9. The Note matures December 1, 2021, during the Chapter 13 Plan.
10. To cure the entire claim Debtors must tender a payment in the amount of \$446.57 per month to Creditor.
11. Creditor's post-petition monthly mortgage payment totals no less than \$185.99.

## II

### **ARGUMENT**

Application of the provisions of *11 United States Code Section 1325* determines when a Plan shall be confirmed by the Court. Based on the foregoing, as more fully detailed below, the Plan cannot be confirmed as proposed.

#### **A. DOES NOT MEET FULL VALUE REQUIREMENT**

11 U.S.C. §1325(a)(5)(B)(ii)

The Debtors' Plan does not provide for cure of the pre-petition arrears owed to Creditor. The pre-petition arrears owed to Creditor are no less than approximately \$26,794.46. Debtors' Plan does not provide for payment in full to Creditor. Creditor's Note matures during the pendency of the Chapter 13 Plan. Accordingly, Debtors will be required to amend their Plan to fully provide for Creditor's total claim. Since Debtors' Plan does not provide for cure of the entire claim owed to Creditor, the Plan does not meet the full value requirement and fails to satisfy 11 U.S.C. §1325(a)(5)(B)(ii).

///

///

///

**B. EXTENSION OF CREDITOR'S MATURITY DATE**

11 U.S.C. §1322 (d)

Creditor's Loan matures on December 1, 2021. In Chapter 13 cases, the last payment on any plan must always be made within 5 years after the plan payments start. The Court has no discretion to extend the last payment beyond 5 years. The Court has the authority to lengthen the loan payments for a time up to 60 months. Here, the loan will not be paid in full during the term of 5 years and Debtors are attempting to modify the terms of the Chapter 13 Plan.

WHEREFORE, Creditor objects to confirmation of the Plan and requests as follows:

- a. The Plan be denied confirmation and the case be dismissed.

DATED: March 28, 2018

THE LAW OFFICES OF MICHELLE GHIDOTTI

By: /s/ Jennifer R. Bergh Esq.

Jennifer R. Bergh, Esq.  
Attorney for Creditor Deutsche Bank National  
Trust Company, as certificate trustee on behalf  
of Bosco Credit II Trust Series 2010-1 or  
Bosco Credit II Trust Series 2010-1

Jennifer R. Bergh, Esq. (SBN 24103791)  
LAW OFFICES OF MICHELLE GHIDOTTI  
1920 Old Tustin Ave.  
Santa Ana, CA 92705  
Ph: (949) 427-2010  
Fax: (949) 427-2732  
jbergh@ghidottilaw.com

**Attorney for Creditor,**  
Deutsche Bank National Trust Company, as  
Certificate Trustee on Behalf of Bosco Credit II  
Trust Series 2010-1 or Bosco Credit II Trust  
Series 2010-1, its successors and assigns

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

<b>IN RE:</b>	§	CASE NO.: 18-40250
	§	
<b>Will Spencer Davis and Rose Marie Chavis,</b>	§	CHAPTER 13
	§	
<b>DEBTORS,</b>	§	<b>CERTIFICATE OF SERVICE</b>
	§	
<b>Deutsche Bank National Trust Company, as</b>	§	
<b>Certificate Trustee on Behalf of Bosco Credit II</b>	§	
<b>Trust Series 2010-1 or Bosco Credit II Trust</b>	§	
<b>Series 2010-1, its successors and assigns,</b>	§	
	§	
<b>CREDITOR,</b>	§	
	§	
<b>Will Spencer Davis and Rose Marie Chavis</b>	§	
	§	
<b>RESPONDENTS.</b>	§	
	§	
		<b><u>CERTIFICATE OF SERVICE</u></b>

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Ave., Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would

be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On March 28, 2018 I served the following documents described as:

• **OBJECTION TO CHAPTER 13 PLAN**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

<p><b>Debtor</b> Will Spencer Chavis 2580 Collin McKinney Pkwy McKinney, TX 75070</p> <p><b>Joint Debtor</b> Rose Marie Chavis 2580 Collin McKinney Pkwy McKinney, TX 75070</p> <p><b>Debtors' Counsel</b> Marcus Leinart Leinart Law Firm 11520 N. Central Expwy. Suite 212 Dallas, TX 75243</p>	<p><b>Chapter 13 Trustee</b> Carey D. Ebert P. O. Box 941166 Plano, TX 75094-1166</p> <p><b>U.S. Trustee</b> US Trustee Office of the U.S. Trustee 110 N. College Ave., Suite 300 Tyler, TX 75702</p>
---	---

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

       Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 28, 2018 at Anaheim, California

/s/ Jennifer R. Bergh  
Jennifer R. Bergh